

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID

LEASE of a Compact Diesel Excavator
For
Southeastern Louisiana University and
The PHYSICAL PLANT Department

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402-0800

DIRECTOR OF PURCHASING: Richard Himber

PROCUREMENT SPECIALIST: Monette Scott
Telephone: (985) 549-5324

REQUISITIONED BY: Byron Patterson
Telephone: (985) 549-3333

RELEASE DATE: September 26, 2020

DEADLINE FOR FAX INQUIRIES: October 8, 2020
Fax To: 985-549-3810
Attn: Monette Scott

BID OPENING DATE: October 20, 2020

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
North Oak Street Maintenance Complex
Hammond, Louisiana

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=42>. It is available in PDF format by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that maybe issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA**

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

| | |
|--|---|
| <p>Mail address: Southeastern LA University University Purchasing Department SLU 10800 Supply Bldg Hammond, LA 70402</p> | <p>Delivery: Southeastern LA Purchasing Department Property Control & 2400 North Oak St Hammond, LA 70402</p> |
|--|---|

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) Bid Forms: Per LA R.S. 39:1556, all written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid sent by facsimile equipment or email. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled

outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.

- 6) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

By submitting a response to this solicitation, the bidder or proposer certifies

and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

- 10) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

A Member of the University of Louisiana System

Rvsd. 09/2020

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO.: _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE OF BID: TO PROVIDE A LEASE ONLY OPTION FOR A COMPACT DIESEL POWERED EXCAVATOR per specifications for Southeastern Louisiana University and the Physical Plant Department.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

OTHER REQUIREMENTS:

Bidder shall include the cost of transportation and handling in the unit price of item offered -- F.O.B. University, Hammond, LA.

If bidding other than the specified make and model, then the bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

The attached Instructions To Bidders/General Conditions shall be a part hereof.

TO THE VENDOR:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

This solicitation is a sealed bid and must be returned by mail or delivered in person. Bid response forms cannot be faxed and any fax responses shall be rejected.

TERMS: Net 30 Prox., F.O.B., Hammond, Louisiana.

TAXES: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

Detailed Specifications
Compact Diesel Excavator

- Track – 12 in. (300mm) Rubber Track
- Arm – Standard Arm 4 ft. 4 in. (1.32m)
- Seat – Suspension Seat – Vinyl
- 30" Heavy Duty Ditch Cleaning (Panning) Bucket - 5.2 cu. Ft. (No teeth)
- 12" Heavy Duty Bucket - 1.33 cu ft (with teeth included)
- Hydraulic thumb
- Angled Blade - 4 in 1
- Clamps – Hydraulic Grey Clamp, works with quick coupler bucket
- Equipped with standard safety equipment

General Equipment Specifications

General Equipment specifications are based on a John Deere, 35G Compact Excavator. Specifications of the John Deere 35 G are provided.

Bidder must provide detail specifications of the equipment being offered in their respective bid.

Estimated usage hours per year for the excavator: 400 hours / year usage

BID RESPONSE FORM

| Item | Description | Unit | Bid Amount |
|------|---|-----------|------------|
| 1 | <p>State the Monthly Lease Price for the Compact Diesel Excavator per specifications listed and options below:</p> <p>Option 1 - Cab with cab with heat/AC _____</p> <p>Option 2 – Canopy without heat and A/C _____</p> <p>Monthly Payments <u>SHALL</u> include all taxes, ie., Property Tax, if applicable; <u>Lease Only option</u> to be renewed annually – May Not exceed 36 months.</p> | Per Year | |
| 2 | <p>State the charge to deliver the equipment listed, upon award to Southeastern Louisiana University, Physical Plant Department, 2400 North Oak Street, Hammond, LA 70402. The price must be inclusive of any and all shipping, handling and delivery charges.</p> <p>If no charge, State "NO CHARGE".</p> | One Time | |
| 3 | <p>State the charge for Pickup of the leased equipment at the end of the lease. The price must be inclusive of any and all shipping, handling and delivery charges</p> <p>If no charge, State "NO CHARGE".</p> | One Time | |
| 4 | <p>State the annual price for an extended warranty to cover equipment repairs without a deductible for the entire term of the lease. The Extended Warranty shall include loaner equipment at No Additional Cost if repairs become necessary off-site.</p> <p>If no charge, State "NO CHARGE".</p> | Per Year | |
| 5 | <p>State the charge for an on-site mechanic to perform repairs covered under the extended warranty.</p> <p>If no charge, State "NO CHARGE".</p> | Per _____ | |
| 6 | <p>State the total cost for pickup and return delivery of the unit if off-site repair(s) becomes necessary.</p> <p>Warrantied _____</p> <p>Non- Warrantied) _____</p> <p>If no charge, State "NO CHARGE".</p> | | |
| 7 | <p>State the total cost for Pickup and Return of the leased equipment in the event of an early termination.</p> <p>If no charge, State "NO CHARGE".</p> | One Time | |
| | TOTAL | | |

Notice to Bidder

This Invitation to Bid is for a LEASE ONLY option, to provide a Compact, Diesel powered, Excavator. The quoted equipment will be comparable to a John Deere, 35G Compact Excavator and must comply with the detailed specifications. Estimated usage hours per year for the excavator: 400 hours / year usage

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

This solicitation is a sealed bid and must be returned by mail or delivered in person. Bid response forms cannot be faxed and any fax responses shall be rejected.

Leasing Documents: Include all documents necessary to execute the LEASE ONLY option as specified in the bid. Lease Agreement, Property Schedule, Payment Schedule for a full 36 month term, Acceptance Certificate, etc.

Payments: Payments are not to be made in arrears, so as to not interfere with our fiscal year processes. Payment should be scheduled on or around the 15th of each month.

Taxes: All taxes, other than state sales and use taxes shall be included in the unit price. Southeastern Louisiana University is currently tax exempt from state sales and use taxes. Property taxes shall be included in the base bid price. Southeastern Louisiana University shall not be assessed any additional charges related to property taxes.

Note: Bidder is specifically advised to include any anticipated property tax charges to be assessed in the quoted unit price.

Bidding Requirements: Bidder will provide the equipment details and specifications for the equipment being offered with the bid response packet.

Lease Contract Period: The Lease Contract period will be renewed annually, not to exceed (36 months). However, the continuation of the lease at all times shall be contingent upon the appropriation of funds by the Louisiana Legislature. Should the Legislature fail to appropriate funds for the continuation of the lease, then the contract shall terminate on the 1st day of the fiscal year (July to June) in which funds are not appropriated. In addition, the University reserves the right to cancel the contract at its convenience upon 30 days written notice by registered or certified mail.

Authorized Officer:

Signature

Print Name

Title: _____ **Date:** _____